



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 27, 2016	Department: Finance
Meeting Date: May 3, 2016	Department Head: Chris Meats
	Presenter: Chris Meats

**Subject:**

Approval of the 2016 Terms of Payment Agreement with the Lagoon Corporation

**Background/Alternatives:**

The agreement allows the City to sell Lagoon All-Day passports to the employees of the City at a discounted rate.

**Attachments:**

Agreement

**Fiscal Impact:**

N/A

**Staff Impact:**

N/A

**Legal Review:**

Pending Legal Review, the document has been sent to legal counsel.

**Suggested Motion:**

I move to approve an agreement with the Lagoon Corporation to sell discounted Lagoon passports to City employees, pending any changes from Legal Counsel.

# 2016 Lagoon Pricing Information

Dear Event and/or Pre-Sold Ticketing Chairperson:

Collect & Bill Tickets:

Upon arriving at Lagoon each member of your picnic party will present his/her ticket at any entrance gate. Please note "Collect & Bill" indicates that you and your organization will be billed the group rate, according to your group package, for each ticket redeemed. The tickets are good only for your picnic group on your picnic date. Lagoon is not responsible for lost, stolen or mishandled tickets.

*If you need additional tickets, or need to make changes to your arrangements, please let us know at least two weeks in advance.*

Group Discount Single Day Passports (Pre-Sold):

Group Discount Single Day Passports require a minimum purchase of 25 tickets (initial order only), and are valid any operational day of the 2016 Season. Tickets are valid for resale to your organization's members, direct clientele and/or employees only. Resale of these tickets to the general public will result in cancellation of this program with your organization. Payments are to be made within 30 days of invoice date to avoid penalty. Lagoon is not responsible for lost, stolen or mishandled tickets once received by your organization. Any change in resale price, from suggested resale price, requires prior approval from Lagoon. Unused tickets, in your organization's possession, may be returned to Lagoon for a refund **if returned on or before November 11, 2016**. All tickets returned after that date will be credited to your account for the 2017 Season.

Collect & Bill Pricing (Picnic Date)\*:

	<b>Single Day Passport</b> (48 inches in height and above)	<b>Youth Day Passport</b> (Under 48 inches in height)	<b>Senior Day Passport</b> (65 years of age & older)
<b>Standard Rates:</b>	\$53.95 + tax	\$38.50 + tax	\$47.95 + tax
<b>Great Group Deal Rates:</b> <i>Discounted "Collect &amp; Bill" program for groups of 25 and larger.</i>	\$38.50 + tax	\$38.50 + tax	\$38.50 + tax

Discount Single Day Passport Pricing (Pre-Sold)\*:

<b>Standard Single Day Passport</b> (48 inches in height and above)	<b>Group Single Day Passport</b> (All Ages)
\$53.95 + tax	\$38.50 + tax

\* Above prices do not include the cost of meal deal tickets or the All-You-Can-Eat catered meal. X-Venture Zone attractions are not included with the Single Day Passports.

Initial: \_\_\_\_\_

2016 Lagoon Pricing Information Continued...

## Important Information & Guidelines for Event & Pre-Sold Chairpersons:

1. Please inform members of your group that the Rides are scheduled to open at 10:00 a.m. on Saturdays and 11:00 a.m. Sunday through Friday. During Frightmares, rides are scheduled to open at 11:00 a.m. on Saturdays and Sundays and 5:00 p.m. on Fridays. Lagoon A Beach is scheduled to open from Memorial Day Weekend to Mid-September, weather and other factors permitting. Hours of operation are subject to change without prior notice. For a complete calendar please visit Lagoonpark.com
2. Minors, under the age of 18, shall not be permitted to enter the park prior to the scheduled park opening.
3. As a safety measure, **ALL** grills (gas/propane, electric, charcoal, etc.) are prohibited at Lagoon.
4. Insurance Company safety regulations prohibit vehicles from parking on Lagoon premises without special permission. Vehicles shall not be allowed to park near the picnic terraces. See your Group Sales Representative for clarification.
5. To ensure all of our guests and groups have a safe and enjoyable day, we request you talk with your Group Sales Representative a minimum of **15 business days** in advance regarding any activities you are contemplating at your picnic terrace beyond the traditional bingo and prize drawings. We need prior information about music, games, and any other activities that may be distracting to other guests.
6. **It is our policy that no outside commercial caterers are allowed to conduct business at Lagoon. This includes, but is not limited to, the soliciting or delivering of food and/or services on Lagoon Property.**
7. Lagoon offers all services necessary for a successful event. However, if your group finds it necessary to use outside services (excluding catering), any companies, firms, agencies, individuals and/or groups hired by or on behalf of the group shall be subject to prior written approval. Upon prior reasonable notice (15 business days) to Lagoon from the group, Lagoon shall cooperate with such contractors and make reasonable efforts to accommodate them as long as it does not violate Lagoon policies or interfere with the use and enjoyment of Lagoon by other guests.
8. All displays, banners and/or decorations proposed by your group will be subject to the prior approval of Lagoon in each instance.
9. Any personal property of group or group's guests brought onto Lagoon premises and left thereon, either prior to or following the event, will be at the sole risk of the group, and Lagoon will not be liable for any loss of or damage to this property for any reason.
10. Signs and banners are not allowed in Lagoon's public areas without Lagoon's consent and direction. All signs must adhere to Lagoon standards (See Guest Rules/Code of Conduct) and their placement and posting must be pre-approved by the Group Sales/Picnics Department(s). Nothing shall be posted, nailed, screwed, stapled or otherwise attached to walls, floors, stages or other parts of the building. Distribution of gummed stickers or labels is strictly prohibited. If your group decides to hang or adhere posters, banners or other material in your picnic terrace, your group sales representative must be notified of this request **15 business days** in advance, and will assist your group with the request in order to avoid damage to walls, etc. **Any damage as a result of not having prior approval will be billed to your group.**
11. Any equipment, such as microphones, extension cords, ice tubs, dishes, etc. borrowed by a group must be returned to Lagoon in good condition. Any damaged or missing equipment will be billed to the group.

I have read and understand the above information and guidelines:

Initial: \_\_\_\_\_

## Billing and Terrace Information

### Group Reservation Requirements

Lagoon requires all new customers to submit a W-9 Form with their signed Terms of Payment Agreement. A completed Terms of Payment Agreement must be received in the Group Sales Office 10 business days before your event. All non-corporate sponsored events may be required to make a deposit.

### Picnic Single Day Passport Billing

Single Day Passports are billed according to usage. Lagoon will issue more than enough Passport Vouchers so you don't need to know the exact attendance up front. You distribute or sell the vouchers to participants. Lagoon will bill you only for the vouchers redeemed on the day(s) of your event. Group rates listed in this agreement are for groups of 25 or more; 50 or more for All-You-Can-Eat meals.

### Group Discount Single Day Passport (Pre-Sold) Billing

Single Day Passports will be billed when ordered and require a minimum purchase of 25 tickets (initial order only). Payments are to be made within 30 days of the invoiced date. A 1.5% per month surcharge will be assessed on all past due balances. Unused tickets, in your organization's possession, may be returned to Lagoon for a refund **if returned on or before November 11, 2016**. All tickets returned after that date will be credited to your account for the 2017 Season.

### Payment

Credit cards may be used to pay your bill, however, some restrictions apply. Company checks and money orders\* are accepted in the Group Sales Office only. Personal checks are **not** accepted.

*\*To ensure a money order has been received by the Groups Sales Office they must be hand delivered.*

### Catering Requirements

***A minimum of fifty (50) All-You-Can-Eat meals for groups utilizing Pioneer Village Mining Town Pavilions must be guaranteed; or seventy-five (75) All-You-Can-Eat Meals for groups using all other areas must be guaranteed.*** Meal Service will begin at the scheduled time or labor must be charged per employee at the current charges per employee hour. All-You-Can-Eat meals will be served for sixty (60) minutes. All group members are invited to pass through the line as many times as they wish; ***a maximum of two (2) meat items per pass will be served. The guaranteed number may be changed up until ONE WEEK prior to the function.*** Lagoon will prepare for 10% above the guaranteed number of meals (up to 100 meals) for the All-You-Can-Eat Menu. If the tentative guarantee is not changed before one week prior to the function it will become the final guarantee.

### Catering Billing

***Billing is based on the final guarantee or the total attendance of the group for the day, whichever is greater. All group members (aged 4 and above) in attendance at Lagoon on the scheduled day will be billed for a catered meal.*** Final billing includes the Single Day Passports, the catered meals including any additional services if applicable, and the appropriate taxes. All meals are subject to Sales Tax, and to an additional 1.0% State and County Restaurant Tax.

Initial: \_\_\_\_\_



## Terms of Payment Agreement

2016 Season

Customer Number: \_\_\_\_\_

Name of Company or Organization: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

We are a:      Corporation \_\_\_\_                      L.L.C. \_\_\_\_                      Partnership \_\_\_\_  
                  Proprietorship \_\_\_\_                      School Event \_\_\_\_                      Other\* \_\_\_\_

\*If other please explain: \_\_\_\_\_

Please Specify (picnic refers to an event held on one date; Pre-sold refers to ticketing valid throughout the season):

Pre-Sold

Picnic  Date: \_\_\_\_\_

### ***Terms of Payment Agreement***

As outlined in Lagoon's "Billing & Terrace" information, it is agreed that payment for tickets, catering and/or additional services will be made within 30 days from the date billed or 30 days from the invoice date for Group Discount Single Day Passports (Pre-Sold). A 1.5% per month surcharge will be assessed on past due balances. If the account is placed with an attorney for collection, the applicant and guarantors agree to pay court costs and reasonable attorney fees. Any account delinquent for 60 days will be sent to collections. It is also acknowledged that the below signature is one that is authorized to sign for and on behalf of the responsible Company and/or Organization. It is agreed that the policies set forth in Lagoon's "Billing & Terrace" information have been read and understood. The person(s) signing this agreement on behalf of your group warrant that they are authorized to make agreements and bind their principles to this agreement.

Dated This: \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

By (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Your discount/group tickets will not be valid until this form has been filled out and received by the Group Sales Office.**